

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

-----X
HENRY WYNN

Plaintiff

-against-

THE ESTATE OF RICHARD J. ALLEN
LA FORESTINE ALLEN, ADMINISTRATRIX
LA FORESTINE ALLEN, INDIVIDUALLY

Defendant(s).
-----X

CIV#

COMPLAINT

07 cv 6314 (RJH)

HERNY WYNN, appearing in this action by his attorneys, John Johnson & Associates as and for his complaint against the defendants, The Estate of Richard J. Allen and/or La Forestine Allen, Administratrix, and/or La Forestine Allen, individually states as follows:

PRELIMINARY STATEMENT

1. Henry Wynn is an individual residing in the State and City of New York at 229 West 144th Street. The basis of this law suit is property located in the State and City of New York. The property is known as and located at 642 West 158th Street in New York City ("Subject Premises"). Henry Wynn is the owner of record of said property, and currently is the mortgagor of said property.
2. Richard J. Allen, deceased, sold the above referenced property to Henry Wynn as delineated herein. On or about June 9, 2006, Richard J. Allen died. Upon information and belief, La Forestine Allen is the Sister of Richard J. Allen. On or about August 16, 2006, La Forestine Allen, applied for Letters of Administration

for the Estate of Richard J. Allen. On or about, October 4, 2006, the Surrogates Court of the County of New York granted the petition of La Forestine Allen, and she became Administratrix of the Estate. (Exhibit "1" Decree Granting Letters of Administration).

3. Upon information and belief, the defendant Adminstratrix is domiciled at 8400 Lyons Place, Philadelphia, Pennsylvania, and is a resident of that State. The Plaintiff is a resident of New York City, and the Subject Premises is located in New York City. The basis for jurisdiction hereunder is the diversity of citizenship pursuant to U. S. C. Section 1332(a). Additionally, the amount in controversy is over the amount of \$ seventy five thousand dollars (\$75,000.00) pursuant to 28 U.S.C. Section 1332(a.)
4. On or about October 1, 2001, after purportedly months of not paying his mortgage and facing foreclosure, Richard J. Allen sold the Subject Premises to Henry Wynn via Quit Claim Deed. In this sale, both parties were represented by their own attorneys. Richard J. Allen's mortgage was paid off in full and the Subject Premises was transferred to Henry Wynn by deed (Exhibit "2" Copy of the Deed and HUD-1 Settlement Statement). Mr. Wynn became the Mortgagor of the property. The current Deed and mortgage to the property remain in the name of Henry Wynn. Henry Wynn was the Brother-in-law of Richard J. Allen.
5. After purchasing the Subject Premises, Mr. Wynn allowed the plaintiff to continue living at the property. Purportedly, Richard J. Allen paid the mortgage and other expenses while living there. This situation continued for approximately 15 months.

6. On or about January 14, 2003, Richard J. Allen, and Richard J. Allen's attorney met with the plaintiff. Mr. Allen's attorney presented the plaintiff with a contract. The contract was drafted by Mr. Allen's attorney. The plaintiff was not represented by counsel. Mr. Allen and his counsel explained the contract to the plaintiff, and requested that he sign the agreement. The plaintiff signed the agreement trusting that his family member would not lead him down the primrose path. Unbeknownst to the plaintiff, the agreement failed to adequately provide for the plaintiff's rights. In fact, the agreement was extremely one sided in favor of Mr. Allen.
7. Without realizing the undue influence exerted by Mr. Allen and the overwhelming conflict of interest by Mr. Allen's attorney, the plaintiff entered into the agreement. (Exhibit "3" contract between Richard J. Allen and Henry Wynn).
8. The Agreement, inter alia, provided that Henry Wynn would loan Richard J. Allen twenty thousand dollars. The Agreement did not provide for a rate of interest, or even a payment plan. The Agreement did allow Mr. Allen to pay back the loan once he sought out a mortgage to re-purchase the house from Mr. Wynn. There were no contract provisions drafted to protect the plaintiff. No time line was implemented, the agreement was based upon the whims and wishes of the Mr. Allen.
9. Had Mr. Wynn been represented by counsel, the Agreement would likely have had more common terms. Terms such as rate of interest to be paid back upon Mr. Allen's decision to re-purchase the house. The agreement likely would have had

provisions for the recession of the Agreement if Mr. Allen failed to obtain a loan to re-purchase the Subject Property. The Agreement would also have had provisions, in the event of the death of one of the parties. The Agreement would have provided that Mr. Allen act within a certain time. Needless to say, the Agreement failed to address many pertinent issues. The reason for the Agreement's failure to protect the plaintiff is that he was not represented when he entered into the Agreement, and did not fully understand that his rights were not being protected. Mr. Allen and his attorney on the other hand fully knew that they were taking advantage of the plaintiff.

10. The Agreement further provides that Richard J. Allen would own 99% of the property and Henry Wynn would own 1% of the property. Mr. Allen would receive this 99% ownership without paying a cent of consideration to Henry Wynn. In fact, as previously pointed out, the plaintiff loaned Mr. Allen \$20,000.00 which has not been repaid to this date. Apparently this loan drafted by Richard Allen's attorney in violation of ethical rules, failed to include many common loan terms. Of course Mr. Allen's attorney knew or should have known that the entire Agreement was one sided. Mr. Allen's attorney failed to advise the plaintiff to seek his own counsel, and encouraged the plaintiff's signature despite the conflict.
11. Richard Allen agreed to pay all of the expenses of the property, including the mortgage while he lived there. Mr. Allen further agreed to "at the appropriate time either by way of refinance or sale relieve Henry Wynn of all future mortgage obligations". In essence this arrangement was nothing more than the plaintiff

renting the Subject Premises to Mr. Allen, with an option to purchase. Mr. Allen never exercised the option.

12. Fortuitously, the Agreement mandates that in the event that Richard Allen defaults on any mortgage payment and causes the property to be placed in foreclosure, then Henry Wynn has the authority to immediately list the property for sale, wherein this shall result in the repayment of the \$20,000.00. The concomitant result is that Mr. Allen would receive a windfall since he received 99% ownership interest per the one sided Agreement drafted by his attorney.
13. After the Death of Richard J. Allen, the defendants continued to pay the mortgage until on or about October 2006. The defendants have not made a single mortgage payment since that time. The monthly mortgage amount is \$2, 707.14.
14. Facing the possible decline of his credit rating, and/or foreclosure, Mr. Wynn has paid the mortgage to date, and continues to keep the mortgage current. To date, Mr. Wynn has paid out a total of approximately twenty seven thousand one hundred and eighty dollars and sixty three cents (\$27, 180.63) in payment which were mandated under the agreement to be paid by Richard J. Allen. The defendants are in breach of the Agreement.
15. Additionally, Mr. Wynn is on a fixed income, and the payment of the mortgage has created an extreme hardship on his part. After paying the mortgage on the Subject Premises, Mr. Wynn is left with approximately four hundred dollars monthly to survive.
16. Mr. Wynn has contacted the defendants requesting that they pay the mortgage, or allow him to sell the property. The defendants have refused his request. In fact,

Mr. Wynn has not been allowed to enter the Subject Premises. Each month that the defendants are in breach, Mr. Wynn faces loss of his credit rating and potential homelessness.

17. The contract between Mr. Wynn and Mr. Allen is at best breached and at its worst void. The contract is one sided. It was drafted by the attorney for Richard J. Allen. Mr. Wynn was without representation when he entered into the Agreement in Mr. Allen's attorney's office. Mr. Wynn was never provided with any information from the attorney stating that a potential conflict exists. Mr. Wynn was not told that he should seek independent counsel. Instead Mr. Wynn was asked to handover 99% ownership interest in real property. Of course, Mr. Wynn was not paid for that privilege.
18. Mr. Allen failed to comply with his obligations under the contract during his lifetime. Purportedly, he never sought to relieve Mr. Wynn of the burden of holding the mortgage. In fact that burden is now haunting Mr. Wynn. Mr. Allen paid the mortgage monthly while he lived at the Subject Premises, but never took on ownership of the property. Again merely a renter with an option to purchase. This option terminated upon the death of Mr. Allen.
19. Additionally, in applying for the Letters of Administration, the defendants listed the Subject Premises as an asset of the Estate of Richard J. Allen. The value of the property was listed at two million five hundred thousand dollars or less. The Defendants failed to provide any information regarding the plaintiff's ownership of the Subject Premises, or alternatively the breached one sided Agreement between the parties.

AS AND FOR A FIRST CAUSE OF ACTION

UNCONSCIONABILITY

20. Plaintiff repeats and realleges each of the allegations set forth in paragraphs (1) through (19) inclusive, and by way of this reference incorporates the same as though fully set for the herein.
21. When the plaintiff entered into the alleged Agreement with Richard J. Allen, he trusted a relative, and the relatives' attorney. It never crossed the plaintiff's mind that these two people would "pull a fast one."
22. Both Richard J. Allen and his attorney were deceptive, and apparently used the family relationship to cause the plaintiff to enter into such a one sided agreement.
23. The plaintiff does not have the, experience, education or legal background to have negotiated a better deal. Richard J. Allen had superior bargaining power in the transaction, that's why he had his attorney draft the Agreement.
24. Clearly the agreement between the parties is not an "arms-length" transaction. Mr. Allen acquired 99% interest in the property without paying any consideration for the transfer of rights. Mr. Allen received a \$20,000.00 loan with an unlimited time to repay it, and no interest payments. The bargain struck is grossly unfair, violates ethical rules, and is unconscionable. Again, Mr. Wynn was duped into giving away 99% interest in the Subject Premises, yet received no consideration for such a transfer.
25. Therefore the plaintiff seeks a declaration and Order of this Court voiding the Agreement between Richard J. Allen and Henry Wynn, and returning one hundred percent (100%) ownership interest to Henry Wynn. Alternatively, the

plaintiff seeks a declaration and Order confirming that the contract is voidable at the option of Henry Wynn.

AS AND FOR A SECOND CAUSE OF ACTION

RESCISSION

26. Plaintiff repeats and realleges each of the allegations set forth in paragraphs (1) through (25) inclusive, and by way of this reference incorporates the same as though fully set for the herein.
27. The plaintiff entered into the one sided Agreement without the benefit of counsel. Richard J. Allen and his attorney took full advantage of the plaintiff's naïveté. The plaintiff's never suspected that his Brother-in-Law and his attorney would take advantage of him. The appearance of trust was used by the defendants to induce the plaintiff to execute the Agreement.
28. Has the plaintiff been afforded the opportunity to hire his own counsel, or at least been told that there was a potential conflict, he would not have signed the Agreement as presented by Richard J. Allen's attorney. Plaintiff relied upon his in-law, and a respected member of the Bar.
29. Richard J. Allen and the defendants should have known that the plaintiff would rely on the special family relationship, and the appearance of propriety given by Mr. Allen's attorney. In essence, Mr. Wynn was swindled out of his property, yet left holding the mortgage bag.
30. The Agreement between the defendants – entered into by Richard J. Allen- is inequitable. The Estate now seeks to sell the property out from under the plaintiff. The Estate made no mention of Henry Wynn in its Surrogates Court

papers. The Estate made no mention that anyone other than Richard J. Allen owns a percentage of the Subject Premises. The failure to list the plaintiff as Owner of the property demonstrates the lengths the defendants will go to further their deception.

31. The actions of Richard J. Allen, his attorney and the Administratrix are unethical. The actions taken by Mr. Allen and his attorney constitute a misrepresentation, and denial of the plaintiff's legal rights. The failure of the Administratrix to include Henry Allen in the Surrogates Court Paper work represents a fraud on the Court. The plaintiff has commenced this action within the time period required by law, and seeks the equitable remedy of recession.

32. The plaintiff prays that the Court rescind the Agreement entered into by Richard J. Allen and the plaintiff, thereby returning full ownership of the Subject Premises to the plaintiff.

AS AND FOR A THIRD AND ALTERNATIVE CAUSE OF ACTION

BREACH OF CONTRACT

33. Plaintiff repeats and realleges each of the allegations set forth in paragraphs (1) through (32) inclusive, and by way of this reference incorporates the same as though fully set for the herein.

34. The parties entered into an Agreement. If the Agreement is held to be valid - plaintiff prays that it is not a valid agreement- it mandates that Richard J. Allen make the mortgage payments on the Subject Premises on a monthly basis. The

Agreement further mandates that in the event of Richard J. Allen's Breach of the Agreement, Henry Wynn has the right to "immediately list the property for sale."

35. The defendants have defaulted in making the mortgage payments on the property as required by the purported Agreement. The plaintiff has sustained damages to date in the amount of \$27, 180.63. These damages escalate each and every month that Henry Wynn is forced to pay the mortgage to avoid having his credit rating ruined due to the defendants' breach.
36. The plaintiff seeks damages in an amount to be determined at trial based upon his payment of the mortgage, each month these damages escalate due to the fact that another mortgage payment becomes due.
37. The defendants have also failed to repay the \$20,000.00 loaned to Richard J. Allen. The plaintiff seeks the immediate re-payment of said amount with interest thereon. The fact that the defendants used deception and other tactics to induce the loan; they should not be rewarded for such acts. The plaintiff seeks a Judgment and Order including interest on the \$20,000.00 in an amount to be determined by the Court
38. In addition the plaintiff seeks consequential damages in an amount to be determined at trial. The basis for the request of such damages is the fact that Mr. Wynn may likely be forced in to a situation where he becomes delinquent on his own bills due to the defendants' breach. The defendants should have foreseen the fact that their failure to adhere to the terms and conditions of the contract would affect Mr. Wynn's personal finances.

AS AND FOR A FOURTH AND ALTERNATIVE CAUSE OF ACTION

PARTITION/SALE

39. Plaintiff repeats and realleges each of the allegations set forth in paragraphs (1) through (38) inclusive, and by way of this reference incorporates the same as though fully set for the herein.
40. In the event that the court finds that a valid contract exists between the parties hereto, the plaintiff seeks partition. The plaintiff asks that the court determine the percentage of ownership of each party to the contract. The plaintiff further asks that the Court issue an Order mandating that the property be sold forthwith by the plaintiff or a Realtor of his choice, and that each party to the contract be paid their share of the proceeds of such sale. Mr. Wynn's financial situation is fragile and the plaintiff seeks the immediate sale of the property.
41. In Addition, upon the sale of the property Henry Wynn is to be repaid the sum of twenty thousand dollars "off the top" of the sale of the property with interest thereon to satisfy his loan to the Richard J. Allen.

AS AND FOR A FIFTH AND ALTERNATIVE CAUSE OF ACTION

FAILURE OF CONSIDERATION

42. Plaintiff repeats and realleges each of the allegations set forth in paragraphs (1) through (41) inclusive, and by way of this reference incorporates the same as though fully set for the herein.
43. If Agreement between plaintiff and defendant is not void, voidable, or rescindable as requested above, the contract must be declared void for failure of consideration.

44. During his lifetime Richard J. Allen was able to acquire 99% interest in a New York City Brownstone without legal detriment. A contract fails where there is no consideration. The defendants paid the mortgage, for the privilege of living at the Subject Premises. Mr. Wynn never received anything in exchange for giving away 99% interest in the Subject Property. The Agreement notwithstanding, he is now stuck paying the mortgage.
45. The Agreement between the parties has a host of problems, yet one of the most glaring is the fact that no consideration was exchanged for the defendants' ownership interest.
46. The plaintiff seeks a decision and/or Order of the Court finding that the Agreement between the parties fails for lack of consideration; that the Agreement is invalid; and Henry Wynn is the sole owner of 100% interest in the property in fee simple.

AS AND FOR A SIXTH AND ALTERNATIVE CAUSE OF ACTION

NO MEETING OF THE MINDS

47. Plaintiff repeats and realleges each of the allegations set forth in paragraphs (1) through (46) inclusive, and by way of this reference incorporates the same as though fully set forth herein.
48. Clearly, the parties never had a meeting of the minds. There are so many material terms which were left out of this Agreement. Just the simple fact that the Agreement, drafted by the defendants' lawyer fails to mention what happens in the event of the Death of one of the parties demonstrates this fact.

49. Mr. Allen and/or the defendants' understood that they were getting an ownership of the property without holding the mortgage or deed. Leaving the legal responsibility on the plaintiff. This fact was not disclosed by Mr. Allen, the defendant's or their attorney.
50. The plaintiff, believed that his rights were protected and that he was merely giving his in-law a chance to buy back the property. The plaintiff clearly did not think that the property would be just given to the defendants.
51. This failure of the parties to agree on the material terms of the contract makes the Agreement invalid. The plaintiff seeks a judgment and decision of the Court declaring the Agreement to be invalid, and establishing that the plaintiff is 100% owner of the property with full rights of alienation.

AS AND FOR A SEVENTH CAUSE OF ACTION

BREACH OF THE COVENANT OF GOOD FAITH AND FAIR DEALING

52. Plaintiff repeats and realleges each of the allegations set forth in paragraphs (1) through (51) inclusive, and by way of this reference incorporates the same as though fully set for the herein.
53. The defendants and/or their attorney were required to act in a reasonable manner with respect to the interest of the plaintiff. Instead the Deceased Richard J. Allen, asked his attorney to draft the Agreement between the parties, knowing that the plaintiff would not be represented by counsel. The Deceased Richard J. Allen, in inducing the plaintiff to sign the agreement, made sure that he obtained rights and interest in the property that were superior to the plaintiffs'.

54. To add insult to injury, the defendants then denied the plaintiff the right to sell the property after they breached the agreement. The defendants failed to list the plaintiff as the owner, or part owner of the property in their application for Letters of Administration.
55. The conduct by the defendants is wholly disingenuous. Therefore, the defendants have breached the implied covenant of good faith and fair dealing. The defendant seeks damages in an amount to be determined at trial for the breach of this covenant.

AS AND FOR AN EIGHTH ALTERNATIVE CAUSE OF ACTION
MISREPRESENTATION/NEGLIGENT MISREPRESENTATION

56. Plaintiff repeats and realleges each of the allegations set forth in paragraphs (1) through (55) inclusive, and by way of this reference incorporates the same as though fully set forth herein.
57. The defendants knew or should have known that the plaintiff was the Owner in fact of the Subject Premises. Alternatively, the defendants knew or should have known that the plaintiff owned a percentage of the property. Additionally, and as part of pleading in the alternative, the defendants also knew or should have known that the plaintiff had the legal right pursuant to the contract between them to sell the property in the event of breach.
58. Notwithstanding the facts in the foregoing paragraph the defendants applied for letters of administration. In the application for those letters the defendants materially misrepresented the ownership of the property to the Surrogates Court of New York County. The defendants informed the court that they were one

hundred percent owners of the property. This statement defrauded the court and the public to whom they seek to sell the property.

59. In furtherance of the defendants' scheme, the defendants knowing the situation with the property have refused to speak to the plaintiff, or acknowledge his ownership. In fact, since they have the fraudulently obtained Letter of Administration, the defendants have placed the property on the market and are trying to sell the property without the plaintiff's consent, knowledge or participation.

60. Upon information and belief the defendants would stand to profit in the amount of \$2,500,000.00. If allowed to sell this property the defendants based upon the fraudulently obtained letters, the plaintiff would be left out in the cold.

61. The plaintiff has been damaged in that the plaintiff has not been allowed to sell his own property; however, the plaintiff must continue to pay the mortgage to his detriment. He is unable to sell the Subject Premises, yet he must pay the mortgage, in contravention of the Agreement. Alternatively, without the fraudulently obtained Letters of Administration, the plaintiff would be free to sell the Subject Premises as the owner.

62. Wherefore the plaintiff seeks damages in an amount to be determined at trial for the loss of income suffered due to the plaintiff's payment of the mortgage and/or his inability to sell the property.

WHEREFORE, the plaintiff prays that the court grant the relief requested herein, specifically, rescinding the agreement between the parties, or finding it other wise void, and declaring the plaintiff as owner in fee simple absolute. Alternatively, ordering the sale of the property pursuant to the Agreement between the parties, apportioning damages and costs, including reasonable attorneys fees to the plaintiff based upon the defendants breach, and such other and further relief as the Court may deem just and proper.

Dated July 5, 2007
New York, New York

John Johnson, Esq. (4170)
John Johnson & Associates
225 Broadway, Suite 700
New York, New York 10007
212-566-3019

VERIFICATION

STATE OF NEW YORK)
COUNTY OF NEW YORK) SS.:

HENRY WYNN, being duly sworn, state that I am the plaintiff in this action and that I am authorized to bring this action. I have read the foregoing Summons and complaint and the contents thereof are true to my own knowledge, and except as to matters therein stated to be alleged on information and belief and as to those matters, I believe them to be true. This verification is made pursuant to CPLR and/or The Federal Rules of Civil Procedure.

Henry Wynn

SWORN TO BEFORE ME THIS

DAY OF June 2007

NOTARY

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

-----X
HENRY WYNN

CIV#

Plaintiff

SUMMONS

-against-

THE ESTATE OF RICHARD J. ALLEN
LA FORESTINE ALLEN, ADMINISTRATRIX
LA FORESTINE ALLEN, INDIVIDUALLY

Defendant(s).

-----X

TO THE ABOVE NAMED DEFENDANTS:

YOU ARE HEREBY SUMMONED and required to serve upon the plaintiff's attorney, JOHN JOHNSON & ASSOCIATES, an answer to the complaint in this action within twenty (20) days after the service of this summons, exclusive of the day of service, or within thirty (30) days after service is complete if this summons is not personally delivered to you within the State of New York. In case of your failure to answer, judgment will be taken against you by default for the relief demanded in the complaint.

Dated: July 5, 2007
New York, New York

John Johnson & Associates
By: John Johnson
Attorneys for the plaintiff
225 Broadway, Suite 700
New York, New York 10007
212-566-3019

No. A 3538, 2006
the Surrogate's Court of the County of New York,
held at the Surrogate's Court of the County of
New York on the 4th day of October, 2006

Present:

Honorable

Surrogate.

Proceeding for Letters of Administration,
Estate of

RICHARD J. ALLEN aka

RICHARD JUDGE ALLEN
Deceased.

Decree Granting Letters of Administration

—

Upon reading and filing the petition of LaForestine Allen
verified the 16th day of August, 2006, it is

ORDERED AND DECREED that letters of administration of the goods,
chattels and credits which were of the above-named decedent be and the same are hereby
awarded to
LaForestine Allen

who appears to be entitled thereto, upon her executing a bond according to law, with sufficient sureties, in the sum of Dollars and otherwise qualifying according to law.

1/3v
Surrogate



New York State Surrogate's Court
New York State Bar Association Official OCA Forms

Form A-1
Petition for Letters of Administration

SURROGATE'S COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK

Filing Fee Paid \$ _____
Certs \$ _____
Certs \$ _____
Bond, Fee: \$ _____
Receipt No.: _____ No.: _____

ADMINISTRATION PROCEEDING, ESTATE OF
RICHARD J. ALLEN
a/k/a
RICHARD JUDGE ALLEN

PETITION FOR LETTERS OF:

- ☒ Administration
☐ Limited Administration
☐ Administration with Limitations
☐ Temporary Administration

Deceased.

File No. 2006-3538

TO THE SURROGATE'S COURT, COUNTY OF NEW YORK

It is respectfully alleged:

1. The name, domicile and interest in this proceeding of the petitioner, who is of full age, is as follows:

Petitioner Information:

Name LaForestine Allen Citizen of United States
Domicile Address: Street and Number
8400 Lyons Place
City, Village or Town Philadelphia State/Province Pennsylvania ZIP Code 19153 Country United States
County _____ Telephone Number (215) 833-7712
Mailing Address: Street and Number (If different from domicile)

City, Village or Town _____ State/Province _____ ZIP Code _____ Country _____

Interest: (Check One)

☒ Distributee Sister

☐ Other

Name _____ Citizen of _____

Domicile Address: Street and Number _____

City, Village or Town _____ State/Province _____ ZIP Code _____ Country _____

County _____ Telephone Number _____

Mailing Address: Street and Number (If different from domicile) _____

City, Village or Town _____ State/Province _____ ZIP Code _____ Country _____

Interest: (Check One)

☐ Distributee

☐ Other

Is proposed Administrator an attorney? ☐ Yes ☒ No [If yes, submit statement pursuant to 22 NYCRR 207.16(e); see also 207.52 (Accounting of attorney-fiduciary).]

Decedent Information:

The Death Certificate must be filed with this proceeding. If the decedent's domicile is different from that shown on the death certificate, check box ☐ and attach an affidavit explaining the reason for this inconsistency.

(a) The decedent's personal property passing by intestacy is less than	\$	10,000
(b) The decedent's		

(c) The estimated gross rent for a period of eighteen (18) months is the sum of	\$	2,500,000.00
	\$	0

8. There are no outstanding debts or funeral expenses, except: ☒ None

9. There are no other persons interested in this proceeding other than those hereinbefore mentioned.

WHEREFORE, your petitioner respectfully prays that:

- ☐ a. Process issue to all necessary parties to show cause why letters should not be issued as requested;
- ☐ b. An order be granted dispensing with service of process upon those persons named in Paragraph (7) who have a right to letters prior or equal to that of the person nominated, and who are nondomiciliaries or whose names or whereabouts are unknown and cannot be ascertained;

☒ c. A decree award Letters of:

☒ Administration to
LaForestine Allen

☐ Limited Administration to _____

☐ Administration with Limitation to _____

☐ Temporary Administration to _____

or other such person or persons having prior right as may be entitled thereto, and;

☐ d. That the authority of the representative under the foregoing Letters be limited with respect to the prosecution or enforcement of a cause of action on behalf of the estate, as follows: the administrator(s) may not enforce a judgment or receive any funds without further order of the Surrogate.

☐ e. That the authority of the representative under the foregoing Letters be limited as follows:

☐ f. Further relief sought (if any):

Dated: August 16, 2006

LaForestine C. Allen
Signature of Petitioner

LaForestine Allen
Print Name

Name of Corporate Petitioner

By _____

Signature

Signature of Petitioner

Print Name

COMBINED VERIFICATION, OATH AND DESIGNATION

For use when petitioner is to be appointed administrator

STATE OF NEW YORK
COUNTY OF NEW YORK

ss.:

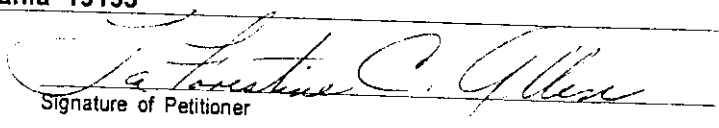
I, the undersigned, the petitioner named in the foregoing petition, being duly sworn, say:

1. VERIFICATION: I have read the foregoing petition subscribed by me and know the contents thereof, and the same is true of my own knowledge, except as to the matters therein stated to be alleged upon information and belief, and as to those matters I believe it to be true.

2. OATH OF ADMINISTRATOR as indicated above: I am over eighteen (18) years of age and a citizen of the United States; and I will well, faithfully and honestly discharge the duties of Administrator of the goods, chattels and credits of said decedent according to law. I am not ineligible to receive letters and will duly account for all moneys and other property that will come into my hands.

3. DESIGNATION OF CLERK FOR SERVICE OF PROCESS: I do hereby designate the Clerk of the Surrogate's Court of New York County, and his/her successor in office, as a person on whom service of any process, issuing from such Surrogate's Court may be made in like manner and with like effect as if it were served personally upon me, whenever I cannot be found and served within the State of New York after due diligence used.

My domicile is: 8400 Lyons Place, Philadelphia, Pennsylvania 19153


Signature of Petitioner

LaForestine Allen

Print Name

On Aug. 16, 2006, before me, the undersigned, personally appeared LaForestine Allen, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

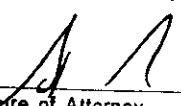
Sworn to before me this

16 day of Aug


Notary Public

Commission Expires:

(Affix Notary Stamp or Seal)


Signature of Attorney

Kozupsky & Associates

Firm

STEVEN KAY
Notary Public, State of New York
No. 02KA6049480

Qualified in New York County
Commission Expires November 20, 2006

Steven L. Kay

Print Name of Attorney

(212) 686-3636

Tel. No.

RESIDENCE		NCHS		4C		4G		7A		7B		SI		25		30		31		31B		QR		QS		OCOD		CANCER									
1. NAME FIRST		MIDDLE		LAST		2. SEX: MALE <input checked="" type="checkbox"/> FEMALE <input type="checkbox"/>		3A. DATE OF DEATH: MONTH DAY YEAR		3B. HOUR		4A. PLACE OF DEATH: (Check one) HOSPITAL DOA <input type="checkbox"/> ER <input type="checkbox"/> HOSPITAL OUTPATIENT <input type="checkbox"/> HOSPITAL INPATIENT <input checked="" type="checkbox"/> NURSING HOME <input type="checkbox"/> PRIVATE RESIDENCE <input type="checkbox"/> HOSPICE FACILITY <input type="checkbox"/> OTHER (Specify): <input type="checkbox"/>		4B. IF FACILITY, DATE ADMITTED: MONTH DAY YEAR		4C. NAME OF FACILITY: (If not facility, give address)		4D. LOCALITY: (Check one and specify) CITY VILLAGE TOWN		4E. COUNTY OF DEATH		4F. MEDICAL RECORD NO.		4G. WAS DECEDENT TRANSFERRED FROM ANOTHER INSTITUTION? (If yes, specify institution name, city or town, county and state)		5. DATE OF BIRTH: MONTH DAY YEAR		6A. AGE IN YEARS		6B. IF UNDER 1 YEAR ENTER: months days		6C. IF UNDER 1 DAY ENTER: hours minutes		7A. CITY AND STATE OF BIRTH: (If not USA, Country and Region/Province)		7B. IF AGE UNDER 1 YEAR, NAME OF HOSPITAL OF BIRTH	
Richard		JUDGE		ALLEN		MALE <input checked="" type="checkbox"/> FEMALE <input type="checkbox"/>		06 09 2006		10:35 P		HOSPITAL INPATIENT <input checked="" type="checkbox"/>		06 07 2006		MT. VERNON HOSPITAL		MT. VERNON		WESTCHESTER		303089		YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>		WESTCHESTER CENTER FOR REHABILITATION AND NURSING		08 21 1936		69				SANFORD, FLORIDA			
8. SERVED IN U.S. ARMED FORCES? (Specify years)		9. DECEDENT OF HISPANIC ORIGIN? Check the boxes that best describe whether the decedent is Spanish/Hispanic/Latino.		10. DECEDENT'S RACE: Check one or more races to indicate what the decedent considered himself or herself to be.		11. DECEDENT'S EDUCATION: Check the box that best describes the highest degree or level of school completed at the time of death.		12. SOCIAL SECURITY NUMBER:		13. MARITAL STATUS:		14. SURVIVING SPOUSE: Enter name if married or separated. If surviving spouse is wife, enter maiden name.		15A. USUAL OCCUPATION: (Do not enter retired)		15B. KIND OF BUSINESS OR INDUSTRY:		15C. NAME AND LOCALITY OF COMPANY OR FIRM:		16A. RESIDENCE: (State or Country if not USA)		16B. County or Region/Province if not USA:		16C. LOCALITY: (Check one and specify) CITY VILLAGE TOWN		16D. IF CITY OR VILLAGE, IS RESIDENCE WITHIN CITY OR VILLAGE LIMITS? YES <input checked="" type="checkbox"/> NO <input type="checkbox"/> IF NO, SPECIFY TOWN:											
NO <input type="checkbox"/> YES <input checked="" type="checkbox"/>		A <input checked="" type="checkbox"/> No, not Spanish/Hispanic/Latino B <input type="checkbox"/> Yes, Mexican, Mexican American, Chicano C <input type="checkbox"/> Yes, Puerto Rican D <input type="checkbox"/> Yes, Cuban E <input type="checkbox"/> Yes, Other Spanish/Hispanic/Latino (Specify)		A <input type="checkbox"/> White/Caucasian B <input checked="" type="checkbox"/> Black or African American C <input type="checkbox"/> Asian Indian D <input type="checkbox"/> Chinese E <input type="checkbox"/> Filipino F <input type="checkbox"/> Japanese G <input type="checkbox"/> Korean H <input type="checkbox"/> Vietnamese I <input type="checkbox"/> Native Hawaiian K <input type="checkbox"/> Guamanian or Chamorro M <input type="checkbox"/> Samoan N <input type="checkbox"/> American Indian or Alaska Native (Specify) P <input type="checkbox"/> Other Asian (Specify) R <input type="checkbox"/> Other Pacific Islander (Specify) S <input type="checkbox"/> Other (Specify)		1 <input type="checkbox"/> < 8th grade 2 <input type="checkbox"/> 9th-12th grade, no diploma 3 <input type="checkbox"/> High school graduate or GED 4 <input checked="" type="checkbox"/> Some college credit, but no degree 5 <input type="checkbox"/> Associate's degree 6 <input type="checkbox"/> Bachelor's degree 7 <input type="checkbox"/> Master's degree 8 <input type="checkbox"/> Doctorate/Professional degree		199-28-5111		NEVER MARRIED <input checked="" type="checkbox"/> MARRIED <input type="checkbox"/> 2 <input type="checkbox"/> DIVORCED <input type="checkbox"/> 3 <input type="checkbox"/> SEPARATED <input type="checkbox"/> 4 <input type="checkbox"/> 5 <input type="checkbox"/>				OFFICE MANAGER		JEWELRY BUSINESS				NEW YORK		NEW YORK		NEW YORK													
16D. STREET AND NUMBER OF RESIDENCE:		17. NAME OF FATHER: FIRST MI LAST		18. MAIDEN NAME OF MOTHER: FIRST MI LAST		19A. NAME OF INFORMANT		19B. MAILING ADDRESS: (include zip code)		20A. 1 <input type="checkbox"/> BURIAL 2 <input type="checkbox"/> CREMATION 3 <input type="checkbox"/> REMOVAL MONTH DAY 4 <input type="checkbox"/> HOLD DAY 5 <input type="checkbox"/> DONATION YEAR		20B. PLACE OF BURIAL, CREMATION, REMOVAL OR OTHER DISPOSITION:		20C. LOCATION: (City or town and state)		21A. NAME AND ADDRESS OF FUNERAL HOME:		21B. NAME OF FUNERAL DIRECTOR:		21C. SIGNATURE OF FUNERAL DIRECTOR:		21D. REGISTRATION NUMBER:		22. REGISTRATION NUMBER:		23A. SIGNATURE OF REGISTRAR:		23B. DATE FILED: MONTH DAY YEAR		23C. DATE OF REMOVAL PERMIT ISSUED BY:		23D. DATE ISSUED: MONTH DAY YEAR					
642 WEST 158TH STREET		DAVID JOSEPH ALLEN		NAOMI IDA JACKSON		ALLEN		8400 LYONS PLACE - PHILADELPHIA, PA 19153		06 13 2006		OXFORD HILLS CREMATORY - CHESTER NEW YORK				LEE O. WOOD FUNERAL HOME - 23 EAST 2ND STREET MT. VERNON, NY 10550		RICHARD W. RANSOME		R. W. RANSOME		01074		04403		6 13 06		6 13 06		6 13 06							
25A. CERTIFICATION: To the best of my knowledge, death occurred at the time, date and place and due to the causes stated.		Certifier's Name:		License No.:		Signature:		Month Day Year		25B. If certifier is not a physician, enter Coroner's Physician's name & title:		License No.:		Signature:		Month Day Year		25C. If certifier is not attending physician, enter Attending Physician's name & title:		License No.:		Signature:		Month Day Year		25D. Attending physician attended deceased: FROM Month Day Year TO Month Day Year		25E. Decedent last seen alive by attending physician: Month Day Year		25F. Pronounced Dead by M.D. or Coroner: MONTH DAY YEAR		25G. AUTOPSY? NO <input type="checkbox"/> YES <input type="checkbox"/> 1 <input type="checkbox"/> 2 <input type="checkbox"/>		25H. IF YES, WERE FINDINGS USED TO DETERMINE CAUSE OF DEATH? 0 <input type="checkbox"/> NO 1 <input type="checkbox"/> YES			
CHRISTOPHER ADUBOZ		192587		C. ADUBOZ		6 12 06				153 STEVEN AVENUE #4: MOUNT VERNON NY 10550														02 20 2006		6 9 2006		6 9 2006		10:35 P		0 <input type="checkbox"/> NO 1 <input type="checkbox"/> YES					
27. MANNER OF DEATH: NATURAL CAUSE <input checked="" type="checkbox"/> ACCIDENT <input type="checkbox"/> 2 <input type="checkbox"/> HOMICIDE <input type="checkbox"/> 3 <input type="checkbox"/> SUICIDE <input type="checkbox"/> 4 <input type="checkbox"/> UNDETERMINED CIRCUMSTANCES <input type="checkbox"/> 5 <input type="checkbox"/> PENDING INVESTIGATION <input type="checkbox"/> 6 <input type="checkbox"/>		28. WAS CASE REFERRED TO CORONER OR MEDICAL EXAMINER? 0 <input type="checkbox"/> NO 1 <input type="checkbox"/> YES		29A. IF YES, WERE FINDINGS USED TO DETERMINE CAUSE OF DEATH? 0 <input type="checkbox"/> NO 1 <input type="checkbox"/> YES		29B. IF YES, WERE FINDINGS USED TO DETERMINE CAUSE OF DEATH? 0 <input type="checkbox"/> NO 1 <input type="checkbox"/> YES		29C. IF YES, WERE FINDINGS USED TO DETERMINE CAUSE OF DEATH? 0 <input type="checkbox"/> NO 1 <input type="checkbox"/> YES		29D. IF YES, WERE FINDINGS USED TO DETERMINE CAUSE OF DEATH? 0 <input type="checkbox"/> NO 1 <input type="checkbox"/> YES		29E. IF YES, WERE FINDINGS USED TO DETERMINE CAUSE OF DEATH? 0 <input type="checkbox"/> NO 1 <input type="checkbox"/> YES		29F. IF YES, WERE FINDINGS USED TO DETERMINE CAUSE OF DEATH? 0 <input type="checkbox"/> NO 1 <input type="checkbox"/> YES		29G. IF YES, WERE FINDINGS USED TO DETERMINE CAUSE OF DEATH? 0 <input type="checkbox"/> NO 1 <input type="checkbox"/> YES		29H. IF YES, WERE FINDINGS USED TO DETERMINE CAUSE OF DEATH? 0 <input type="checkbox"/> NO 1 <input type="checkbox"/> YES		29I. IF YES, WERE FINDINGS USED TO DETERMINE CAUSE OF DEATH? 0 <input type="checkbox"/> NO 1 <input type="checkbox"/> YES		29J. IF YES, WERE FINDINGS USED TO DETERMINE CAUSE OF DEATH? 0 <input type="checkbox"/> NO 1 <input type="checkbox"/> YES		29K. IF YES, WERE FINDINGS USED TO DETERMINE CAUSE OF DEATH? 0 <input type="checkbox"/> NO 1 <input type="checkbox"/> YES		29L. IF YES, WERE FINDINGS USED TO DETERMINE CAUSE OF DEATH? 0 <input type="checkbox"/> NO 1 <input type="checkbox"/> YES		29M. IF YES, WERE FINDINGS USED TO DETERMINE CAUSE OF DEATH? 0 <input type="checkbox"/> NO 1 <input type="checkbox"/> YES		29N. IF YES, WERE FINDINGS USED TO DETERMINE CAUSE OF DEATH? 0 <input type="checkbox"/> NO 1 <input type="checkbox"/> YES		29O. IF YES, WERE FINDINGS USED TO DETERMINE CAUSE OF DEATH? 0 <input type="checkbox"/> NO 1 <input type="checkbox"/> YES		29P. IF YES, WERE FINDINGS USED TO DETERMINE CAUSE OF DEATH? 0 <input type="checkbox"/> NO 1 <input type="checkbox"/> YES			
CONFIDENTIAL		SEE INSTRUCTION SHEET FOR COMPLETING CAUSE OF DEATH		CONFIDENTIAL		CONFIDENTIAL		CONFIDENTIAL		CONFIDENTIAL		CONFIDENTIAL		CONFIDENTIAL		CONFIDENTIAL		CONFIDENTIAL		CONFIDENTIAL		CONFIDENTIAL		CONFIDENTIAL		CONFIDENTIAL		CONFIDENTIAL		CONFIDENTIAL		CONFIDENTIAL					
30. DEATH WAS CAUSED BY: (ENTER ONLY ONE CAUSE PER LINE FOR (A), (B), AND (C).)		PART I. IMMEDIATE CAUSE:		APPROXIMATE INTERVAL BETWEEN ONSET AND DEATH		31A. IF INJURY, DATE: MONTH DAY YEAR		31B. INJURY LOCALITY: (City or town and county and state)		31C. DESCRIBE HOW INJURY OCCURRED:		31D. PLACE OF INJURY:		31E. INJURY AT WORK? NO <input type="checkbox"/> YES <input type="checkbox"/>		31F. IF TRANSPORTATION INJURY, SPECIFY:		32. WAS DECEDENT UNDER THE INFLUENCE OF ALCOHOL OR DRUGS? YES <input type="checkbox"/> NO <input type="checkbox"/>		33A. IF FEMALE:		33B. DATE OF DEATH:		33C. DATE OF DEATH:		33D. DATE OF DEATH:		33E. DATE OF DEATH:		33F. DATE OF DEATH:		33G. DATE OF DEATH:					
(A) SEPSIS		(B) MYOCARDIAL INFARCTION		(C) END STAGE KIDNEY DISEASE		10 35 AM		MOUNT VERNON		STROKE				NO																							
31A. IF INJURY, DATE: MONTH DAY YEAR		31B. INJURY LOCALITY: (City or town and county and state)		31C. DESCRIBE HOW INJURY OCCURRED:		31D. PLACE OF INJURY:		31E. INJURY AT WORK? NO <input type="checkbox"/> YES <input type="checkbox"/>		31F. IF TRANSPORTATION INJURY, SPECIFY:		32. WAS DECEDENT UNDER THE INFLUENCE OF ALCOHOL OR DRUGS? YES <input type="checkbox"/> NO <input type="checkbox"/>		33A. IF FEMALE:		33B. DATE OF DEATH:		33C. DATE OF DEATH:		33D. DATE OF DEATH:		33E. DATE OF DEATH:		33F. DATE OF DEATH:		33G. DATE OF DEATH:		33H. DATE OF DEATH:		33I. DATE OF DEATH:		33J. DATE OF DEATH:					
10 35 AM		MOUNT VERNON		STROKE				NO																													

NAME OF DECEDENT: ALLEN, RICHARD

DATE OF DEATH: 10/35 AM 6/9/06

FAMILY TREE CHART

U.C.R. 207.16(c) THIS AFFIDAVIT MUST BE SUBMITTED BY A DISINTERESTED PERSON. IF ONLY ONE DISTRIBUTE SURVIVES THE DECEDENT, PROOF MAY NOT BE GIVEN BY THE SPOUSE, OR CHILDREN OF THE SOLE DISTRIBUTE.

TO: THE SURROGATE'S COURT - STATE OF NEW YORK - COUNTY OF NEW YORK

Name of the Decedent: RICHARD JUDGE ALLEN

Date:

Estate File Number:

State of

PA

County of

Philadelphia

I, CARL BROWN

Being Duly Sworn, Depose and Say:

My Domicile Is: 1734 W. Germantown Ave. Philadelphia PA 19130

My Daytime Phone Number Is: (215) 92-3776

THIS FAMILY TREE CHART IS MADE UNDER THE PENALTIES OF PERJURY
RELATIONSHIP TO THE DECEDENT AND BASIS OF YOUR KNOWLEDGE OF THE FAMILY TREE OF
THE DECEDENT:

I am the decedent's friend

THE NAME / NAMES OF THE DECEDENT: RICHARD JUDGE ALLEN

MARITAL STATUS OF THE DECEDENT AT THE TIME OF DEATH: Single

STATE THE NUMBER OF TIMES THE DECEDENT WAS MARRIED DURING HIS/HER LIFETIME: 0

STATE HOW THE MARRIAGES WERE TERMINATED: NA

IF THE MARRIAGE ENDED DUE TO THE DEATH OF A SPOUSE LIST THE NAME AND DATE

OF DEATH OF THE PREDECEASED SPOUSE: NA

IF THE DECEDENT WAS DIVORCED LIST BELOW NAMES OF THE EX-SPOUSE(S):

NA

DID THE DECEDENT EVER ENTER INTO ANY VALID COMMON-LAW MARRIAGES? NO

STATE THE NAME OF THE SURVIVING SPOUSE OF THE DECEDENT (if none, please so state)

NONE

LIST ALL THE CHILDREN OF THE DECEDENT (you must include all legitimate, non-marital and adopted children)

NAMES: (list by name, if NONE, please so state):

DATE OF DEATH (if applicable)

NONE

7. The decedent left surviving the following distributees, or other necessary parties, whose names, degrees of relationship, domiciles, post office addresses and citizenship are as follows: [Show clearly how each person is related to decedent. If relationship is through an ancestor who is deceased, give name, date of death and relationship of the ancestor to the decedent. See Uniform Rules 207.16(b). If person is a nonmarital person, or descended from a nonmarital person, attach a copy of the order of filiation or Schedule A. If person was adopted by any persons related by blood or marriage to decedent or descended from such persons, attach Schedule B.]

7. (a) The following are of full age and under no disability:

- ☐ Schedule A — Nonmarital Persons (Persons Born Out of Wedlock) is Attached
- ☐ Schedule B — Issue of the Decedent Who Were the Subject of an Adoption is Attached

Name			Citizenship
LaForestine Allen			United States
Domicile Address: Street and Number			
8400 Lyons Place			
City, Village or Town	State	ZIP Code	Country
Philadelphia	Pennsylvania	19153	United States
Mailing Address: Street and Number			
City, Village or Town	State	ZIP Code	Country
Relationship			
Sister			
Name			Citizenship
Domicile Address: Street and Number			
City, Village or Town	State	ZIP Code	Country
Mailing Address: Street and Number			
City, Village or Town	State	ZIP Code	Country
Relationship			
Name			Citizenship
Domicile Address: Street and Number			
City, Village or Town	State	ZIP Code	Country
Mailing Address: Street and Number			
City, Village or Town	State	ZIP Code	Country
Relationship			
Name			Citizenship
Domicile Address: Street and Number			
City, Village or Town	State	ZIP Code	Country
Mailing Address: Street and Number			
City, Village or Town	State	ZIP Code	Country
Relationship			

(2)

LIST ALL THE GRAND CHILDREN OF THE DECEDENT AND QUALIFY THE RELATIONSHIP OF ANY GRANDCHILD BY INDICATING THAT THEY ARE THE CHILDREN OF _____

NAMES: (list by name, if NONE, please so state):

DATE OF DEATH (if applicable)

NONE

LIST ALL THE GREAT GRANDCHILDREN OF THE DECEDENT AND QUALIFY THE RELATIONSHIP OF ANY GREAT GRANDCHILD BY INDICATING THAT THEY ARE THE CHILDREN OF _____

NAMES: (list by name, if NONE, please so state):

DATE OF DEATH (if applicable)

NONE

LIST THE PARENTS OF THE DECEDENT:

MOTHER: NAOMI IDA JACKSON

DATE OF DEATH (if applicable) 11/2/93

FATHER: DAVID JOSEPH ALLEN

DATE OF DEATH (if applicable) 10/1/86

LIST ALL THE BROTHERS AND SISTERS OF THE DECEDENT (include those of the whole and half blood)

NAMES: (list by name, if NONE, please so state):

DATE OF DEATH (if applicable)

LA FORESTINE C ALLEN

NA

LIST ALL THE NIECES AND NEPHEWS OF THE DECEDENT AND QUALIFY THE RELATIONSHIP OF ANY NIECE OR NEPHEW BY INDICATING THAT THEY ARE THE CHILDREN OF _____

NAMES: (list by name, if NONE, please so state):

DATE OF DEATH (if applicable)

LA FORESTINE LYDIA SMITH, daughter of LA FORESTINE C. ALLEN 4/29/96

LIST ALL THE GRANDNIECES AND GRANDNEPHEWS OF THE DECEDENT AND QUALIFY THE RELATIONSHIP OF ANY GRANDNIECE OR GRANDNEPHEW BY INDICATING THAT THEY ARE THE CHILDREN OF _____

NAMES: (list by name, if NONE, please so state):

DATE OF DEATH (if applicable)

None

LIST THE MATERNAL AND PATERNAL GRANDPARENTS OF THE DECEDENT:

NAMES OF MATERNAL GRANDPARENTS:

DATE OF DEATH (if applicable)

NAMES OF PATERNAL GRANDPARENTS:

DATE OF DEATH (if applicable)

LIST ALL THE MATERNAL AUNTS AND UNCLES OF THE DECEDENT: [if NONE, please so state]

NAMES:

DATE OF DEATH (if applicable)

LIST ALL THE PATERNAL AUNTS AND UNCLES OF THE DECEDENT: [if NONE, please so state]

NAMES:

DATE OF DEATH (if applicable)

LIST ALL THE FIRST COUSINS OF THE DECEDENT AND QUALIFY THE RELATIONSHIP OF ANY
FIRST COUSIN BY INDICATING THAT THEY ARE THE CHILDREN OF

MATERNAL FIRST COUSINS (list by name, if NONE, please so state):

DATE OF DEATH (if applicable)

PATERNAL FIRST COUSINS (list by name, if NONE, please so state):

DATE OF DEATH (if applicable)

Signature

Carl Brown

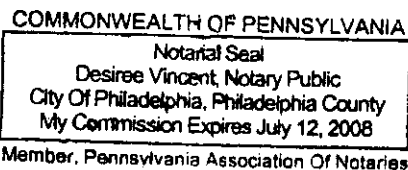
CARL BROWN

(Print Your Name)

SWORN TO BEFORE ME THIS 25th DAY

OF August 2006

Desiree Vincent
(NOTARY PUBLIC)



Filing Fee \$ 1250.00

Estate Value \$ 10,000 pp + 2,500,000 r.p

Intake Clerk msm

Estate of Richard Allen

Surety Co _____

File No 3538 2 006

Bond Filed _____ 2 _____

Will Filed _____ 2 _____

Surety Bond No _____ 2 _____

Petition Filed 9-29 2 006

Amount of Bond \$ _____

Date of Birth _____

Bond Book L _____ P _____

Birth Certificate filed _____ 2 _____

Waivers filed _____ 2 _____

Date of Death 6-9 2 006

Notice filed _____ 2 _____

Decree signed 10-5 2 006

Cit returnable _____ 2 _____

Letters issued 10-6-2006 Sup Cit returnable _____ 2 _____

Pre Letters Test issued _____ 2 _____

Temp Letters of Adm issued _____ 2 _____

10
PCL form
DP + H (11.1)
Guthy Lee

NEW YORK COUNTY SURROGATE'S COURT
CLERK'S OFFICE
FILED 09-29-2006
FILED 11:01a
CLERK'S OFFICE
FILED 09-29-2006
CLERK'S OFFICE
ADMINISTRATIVE PETITION 1000.0

I certify this to be a correct copy taken from the
Registrar of Dec 41 Vol. _____
Page _____ in the City of Mount Vernon.

Registrar

(d) In addition to the value of the personal property stated in paragraph (3) the following right of action existed on behalf of the decedent and survived his/her death, or is granted to the administrator of the decedent by special provision of law, and it is impractical to give a bond sufficient to cover the probable amount to be recovered therein: *[Briefly state the cause of action and the person against whom it exists, including names and carrier.]* ☒ None

(e) If decedent is survived by a spouse and a parent, or parents but no issue, and there is a claim for wrongful death, check here ☐ and furnish name(s) and address(es) of parent(s) in Paragraph 7. *[See EPTL 5-4.4.]*

4. A diligent search and inquiry, including a search of any safe deposit box, has been made for a will of the decedent and none has been found. Petitioner(s) has/have been unable to obtain any information concerning any will of the decedent and therefore allege(s), upon information and belief, that the decedent died without leaving any last will.

5. A search of the records of this Court shows that no application has ever been made for letters of administration upon the estate of the decedent or for the probate of a will of the decedent, and your petitioner is informed and verily believes that no such application ever has been made to the Surrogate's Court of any other county of this state.

6. The decedent left surviving the following who would inherit his/her estate pursuant to EPTL 4-1.1 and 4-1.2: *[Information is required only as to those classes of surviving relatives who would take the property of decedent pursuant to EPTL 4-1.1. State "number" of survivors in each class. Insert "No" in all prior classes. Insert "X" in all subsequent classes.]*

- a. ☐ NO Spouse (husband/wife).
- b. ☐ NO Child or children or descendants of predeceased child or children. *[Must include marital, nonmarital, and adopted.]*
- c. ☐ NO Any issue of the decedent adopted by persons related to the decedent (DRL Section 117).
- d. ☐ NO Mother/Father.
- e. ☐ 1 Sisters or brothers, either of whole or half blood, and issue of predeceased sisters or brothers.
- f. ☐ X Grandmother/Grandfather.
- g. ☐ X Aunts or uncles, and children of predeceased aunts or uncles (first cousins).
- h. ☐ X First cousins once removed (children of first cousins).

7. (b) The following are infants and/or other persons under disability:

- ☐ Schedule A — Nonmarital Persons (Persons Born Out of Wedlock) is Attached
- ☐ Schedule B — Issue of the Decedent Who Were the Subject of an Adoption is Attached
- ☐ Schedule C — Infants is Attached
- ☐ Schedule D — Persons Under Disability Other than Infants is Attached

Name		Citizenship	
None			
Domicile Address: Street and Number			
City, Village or Town	State	ZIP Code	Country
Mailing Address: Street and Number			
City, Village or Town	State	ZIP Code	Country
Relationship			

Name		Citizenship	
Domicile Address: Street and Number			
City, Village or Town	State	ZIP Code	Country
Mailing Address: Street and Number			
City, Village or Town	State	ZIP Code	Country
Relationship			

Name		Citizenship	
Domicile Address: Street and Number			
City, Village or Town	State	ZIP Code	Country
Mailing Address: Street and Number			
City, Village or Town	State	ZIP Code	Country
Relationship			

Name		Citizenship	
Domicile Address: Street and Number			
City, Village or Town	State	ZIP Code	Country
Mailing Address: Street and Number			
City, Village or Town	State	ZIP Code	Country
Relationship			

CITY REGISTER RECORDING AND ENDORSEMENT PAGE
COUNTY OF New York
 THIS PAGE FORMS PART OF THE INSTRUMENT

TOTAL NUMBER OF
 PAGES IN DOCUMENT
 INCLUDING THIS PAGE 3

Block 2134 Lot 151 Partial Lots 0
 Premises 642 W. 158th St.
New York, N.Y.
 Transfer Company Name Cross County Abstract
 Title Company Number CCA 138847
 NAME Raye C. Titus
 ADDRESS 386 Parkside Ave.
 CITY Brooklyn, NY STATE NY ZIP 11226
 PARTY 1 Richard T. Allen
 ADDRESS 642 W. 158th St. NY NY 10032
 PARTY 2 Henry Wynn
 ADDRESS 228 W. 144th St. NY NY 10030
 CHECK THIS BOX IF THERE ARE MORE THAN 2 OF EITHER PARTY ☐

Exempt by 1
 Mortgage Serial No. 045149
 Mortgage Amount \$
 Taxable Amount \$
 Exemption ☒ YES ☐ NO
 Type [none] [mort] [other]
 Dwelling Type [142] [13] [144] [145]
 TAX (RESERVED ON ABOVE MORTGAGE)
 County (bank) \$
 City (bank) \$
 State Adm. \$
 TASP \$
 MTA \$
 NYOTA \$
 TOTAL TAX \$
 Apportionment Mortgage ☒ YES ☐ NO

City Register
 Serial Number 045149
 Indexed By AK Verified By AK
 Block(s) and Lot(s) verified by AK
 Address ☒ Tax Map ☐
 Date Block(s) AK Lot(s) AK
 Recording Fee \$ 32
 Adm. Fee \$ 25
 NPPT Fee \$ 25
 NPDA ☒ NPDC ☐
 New York State Real Estate Transfer Tax \$ 1320
 Serial Number 002111
 New York City Real Property Transfer Tax \$ 8719



RECORDED IN THE OFFICE OF THE CITY REGISTER
 OF THE CITY OF NEW YORK

2007 OCT 24 A 10:50

Signature

25x11

THIS INDENTURE, made the 1st day of October, 2001
 BETWEEN RICHARD ALLEN residing at 642 West 158th Street,
 New York, NY 10032

party of the first part, and HENRY WYNN residing at 229 West 144th Street,
 New York, NY 10030

party of the second part.

WITNESSETH, that the party of the first part, in consideration of ten dollars and other valuable consideration paid by the party of the second part, does hereby remise, release and quitclaim unto the party of the second part, the heirs or successors and assigns of the party of the second part forever.

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Borough of Manhattan, City and State of New York, designated on the Tax Map of the City of New York for said Borough, as said Tax Map was on July 6, 1977, as Block 2134 Lot 151 known as 642 West 158th Street.

"Being and intended to be "the same premises known as 642 West 158th Street, New York, NY 10032."

TOGETHER with all right, title and interest, if any, of the party of the first part in and to any streets and roads abutting the above described premises to the center lines thereof, TOGETHER with the appurtenances and all the estate and rights of the party of the first part in and to said premises, TO HAVE AND TO HOLD the premises herein granted unto the party of the second part, the heirs or successors and assigns of the party of the second part forever.

AND the party of the first part, in compliance with Section 13 of the Lien Law, covenants that the party of the first part will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the improvement and will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose. The word "party" shall be construed as if it read "parties" whenever the sense of this indenture so requires.

IN WITNESS WHEREOF, the party of the first part has duly executed this deed the day and year first above written

IN PRESENCE OF:

[Signature]

[Signature]
 RICHARD ALLEN

On the 1 day of October in the year 2001
before me, the undersigned, personally appeared
Barry Rosenblum
personally known to me or proved to me on the basis of
satisfactory evidence to be the individual(s) whose name(s) is
(are) subscribed to the within instrument and acknowledged to
me that he/she/they executed the same in his/her/their
capacity(ies), and that by his/her/their signature(s) on the
instrument, the individual(s), or the person upon behalf of which
the individual(s) acted, executed the instrument.

On the _____ day of _____ in the year _____
before me, the undersigned, personally appeared _____
personally known to me or proved to me on the basis of
satisfactory evidence to be the individual(s) whose name(s) is
(are) subscribed to the within instrument and acknowledged to
me that he/she/they executed the same in his/her/their
capacity(ies), and that by his/her/their signature(s) on the
instrument, the individual(s), or the person upon behalf of which
the individual(s) acted, executed the instrument.

(signature and office of individual taking acknowledgment)
BARRY ROSENBLUM
Notary Public, State of New York
No. 4898365
Qualified in Suffolk County
Commission Expires June 29, 2002

TO BE USED ONLY WHEN THE ACKNOWLEDGMENT IS MADE OUTSIDE NEW YORK STATE

State (or District of Columbia, Territory, or Foreign Country) of _____
On the _____ day of _____ in the year _____ before me, the undersigned, personally appeared _____
personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are)
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and
that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted,
executed the instrument, and that such individual made such appearance before the undersigned in the

(insert the City or other political subdivision) _____ in _____ (and insert the State or County or other place the acknowledgment was taken)

(signature and office of individual taking acknowledgment)

QUITCLAIM DEED

Title No. _____

TO

SECTION
BLOCK
LOT
COUNTY OR TOWN
STREET ADDRESS

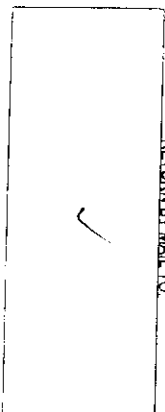
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**JOHN JOHNSON & ASSOCIATES
225 BROADWAY – SUITE 700
NEW YORK, NEW YORK 10007
212-566-3019**

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK**

Index Number No.: CIV#

**HENRY WYNN
PLAINTIFF,**

-against-

**THE ESTATE OF RICHARD J. ALLEN
LA FORESTINE ALLEN, ADMINISTRATRIX
LA FORESTINE ALLEN, INDIVIDUALLY
DEFENDANTS.**

SUMMONS AND COMPLAINT

TO: Service of a copy of the within
Is hereby admitted.

Dated:.....07.....

Attorney(s) for

PLEASE TAKE NOTICE:.... Notice of Entry : that the within is a true copy of a
duly entered in the office of the Clerk of the within named Court on , 2007.

NOTICE OF SETTLEMENT: that and order of which the
within is a true copy will be presented for settlement to the HON. one of the
judges of the within named Court, at on 2007 at
Dated, Yours, etc.